

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FAIRFIELD HENRY, LLC	:	CIVIL ACTION
	:	
v.	:	
	:	
PHILADELPHIA INDEMNITY	:	
INSURANCE CO., et al.	:	NO. 12-5079

ORDER

AND NOW, this 13th day of March, 2014, upon consideration of the Plaintiff's Motion for Summary Judgment (Doc. No. 18), and the Defendants' Motion for Summary Judgment (Doc. No. 19), and the opposition and reply thereto, and following oral argument held on March 11th, 2014, IT IS HEREBY ORDERED, for the reasons stated in a memorandum of law bearing today's date, that the defendants' motion is DENIED. IT IS FURTHER ORDERED that the plaintiff's motion is granted in part, and denied in part as follows:

1. Summary judgment is entered in favor of the plaintiff on the plaintiff's claim against the Philadelphia Indemnity Insurance Company ("Philadelphia Indemnity") for breach of contract with regard to Philadelphia Indemnity's breach of its contractual duty to defend the plaintiff in the Oehrtman, Goldfarb, and Gynn lawsuits, and Philadelphia Indemnity's breach of its contractual duty to indemnify the

plaintiff in the Goldfarb and Gwynn lawsuits. The Court reserves decision on the issue of damages as to these claims.

2. Summary judgment is denied as to the plaintiff's claim against Philadelphia Indemnity for breach of contract with regard to Philadelphia Indemnity's breach of its contractual duty to indemnify the plaintiff in the Oehrtman action.

3. Summary judgment is granted as to the plaintiff's declaratory judgment claims regarding Philadelphia Indemnity's duty to defend and indemnify in the Goldfarb and Gwynn lawsuits and duty to defend in the Oehrtman lawsuit. Declaratory judgment is entered in favor of the plaintiff as follows:

A. Philadelphia Indemnity owed a duty to defend and indemnify the plaintiff in the Goldfarb and Gwynn lawsuits;

B. Philadelphia Indemnity owed a duty to defend the plaintiff in the Oehrtman lawsuit, until April 3, 2011 when class certification was denied.

4. Summary judgment is denied as to the plaintiff's claim for declaratory judgment regarding Philadelphia Indemnity's duty to defend and indemnify the plaintiff in future lawsuits relating to the 2009 fire and/or the presence of Project Transition at Henry on the Park.

5. Summary judgment is granted as to the plaintiff's claim against Project Transition for breach of contract. The

Court reserves decision on the issue of damages as to that claim.

BY THE COURT:

/s/ Mary A. McLaughlin
MARY A. McLAUGHLIN, J.